

1 AN ORDINANCE approving STORM SEWER
2 CONSTRUCTION CONTRACT #474-1991,
3 STONY RUN CREEK RECONSTRUCTION -
4 PHASE II between LAND, INC. and the
City of Fort Wayne, Indiana, in
connection with the Board of Public
Works and Safety.

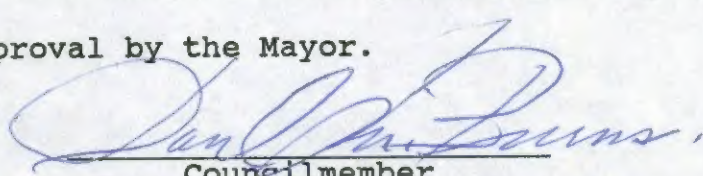
5 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
6 OF THE CITY OF FORT WAYNE, INDIANA:

7 SECTION 1. That the STORM SEWER CONSTRUCTION
8 CONTRACT #474-1991, STONY RUN CREEK RECONSTRUCTION -
9 PHASE II by and between LAND, INC. and the City of Fort
10 Wayne, Indiana, in connection with the Board of Public
11 Works and Safety, for:

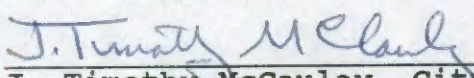
12 the improvement of the existing storm sewer
13 beginning at an existing 84" storm sewer
14 located 495+/-LF East of the centerline of
Coldwater Road and 320+/-LF North of the
centerline of Noble Drive; thence West 137+/-
15 LF; thence Northwesterly 136+/-LF along a
curve to the right with a radius of 323+/-LF;
16 thence Northwesterly 176+/-LF and terminating
at an existing structure on the East right-of-
17 way line of Coldwater Road and 425+/-LF North
of the centerline of Noble Drive;

18 the Contract price is One Hundred Twenty-Four Thousand
19 and no/100 Dollars (\$124,000.00), all as more
20 particularly set forth in said Contract, which is on file
21 in the Office of the Board of Public Works and Safety
22 and, is by reference incorporated herein, made a part
23 hereof, and is hereby in all things ratified, confirmed
24 and approved. Two (2) copies of said Contract are on
25 file with the Office of the City Clerk and made available
26 for public inspection, according to law.

27 SECTION 2. That this Ordinance shall be in full
28 force and effect from and after its passage and any and
29 all necessary approval by the Mayor.

30 
31 Councilmember

32 APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

STORM SEWER CONSTRUCTION CONTRACT 474-1991

STONY RUN CREEK RECONSTRUCTION - PHASE II

THIS CONTRACT made and entered into this 19 day of June 1991, by and between **LAND, INC.**, hereinafter called **CONTRACTOR**, and the **CITY OF FORT WAYNE, INDIANA**, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, hereinafter called **OWNER**:

WITNESSETH, that the **CONTRACTOR** and the **OWNER** for the considerations hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

Beginning at an existing 84" storm sewer located 495± LF East of the centerline of Coldwater Road and 320± LF North of the centerline of Noble Drive; thence West 137± LF; thence Northwesterly 136± LF along a curve to the right with a radius of 323± LF; thence Northwesterly 176± LF and terminating at an existing structure on the East right-of-way line of Coldwater Road and 425± LF North of the centerline of Noble Drive.

Said storm sewers shall be 84" in diameter,

and all according to Fort Wayne Water Pollution Control Engineering Department's Drawing #SY-11245, Sheets 1 through 4 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The **OWNER** shall pay the **CONTRACTOR** for the performance of the contract the unit price sum of **ONE HUNDRED TWENTY-FOUR THOUSAND AND NO/100 (\$124,000.00) DOLLARS**. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE 3. PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein as follows:

Monthly progress payments will be made by the **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR**.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted. Thereupon, the entire balance of the contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the

intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6. NON-DISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7. PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in bid documents.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Contract 474-1991
- b. Instructions to Bidders for Contract 474-1991
- c. Contractor's Proposal dated 1 May 1991
- d. Fort Wayne Engineering Department Drawing SY-11245
- e. Supplemental Specifications for Contract 474-1991
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered

hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10. INDEMNITY

CONTRACTOR shall furnish to OWNER within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal property damage insurance, in force and issued in connection with the work to be performed under this contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this contract shall be subject to the decision of the Director of Board of Public Works of the OWNER and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within sixty (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the OWNER by the Mayor and the Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

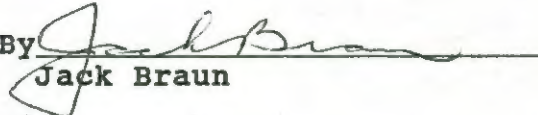
ARTICLE 14.

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: LAND, INC.

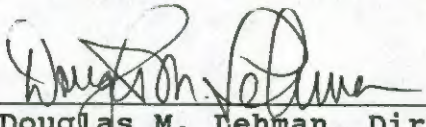
OWNER: CITY OF FORT WAYNE

By 
Jack Braun

By _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS


Charles E. Layton, Director
of Public Works


Douglas M. Lehman, Director
of Administration & Finance

ATTEST:

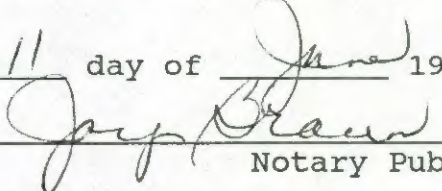

Patricia Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared **Jack Braun, as representative of Land, Inc.**, and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 11 day of June 1991.



Notary Public

Resident of _____ County

JOY BRAUN
NOTARY PUBLIC STATE OF INDIANA
NOBLE COUNTY
MY COMMISSION EXP. APR. 28, 1994

Printed Name of Notary

My Commission Expires:

Read the first time in full and on motion by Burns
seconded by Redd, and duly adopted, read the second time
title and referred to the Committee on City Utilities (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building
Fort Wayne, Indiana, on _____, the
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 6-25-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Redd, and duly adopted, placed on its
passage. PASSED YES by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 7-9-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-187-91
on the 9th day of July, 1991.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 10th day of July, 1991
at the hour of 4:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of July
1991, at the hour of 6:15 o'clock P. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Storm Sewer Construction Contract #474-1991,
Stony Run Creek Reconstruction - Phase II

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: The Storm Sewer Construction Contract #474-1991 is for the improvement of the existing storm sewer beginning at an existing 84" storm sewer located 495+ LF East of the centerline of Coldwater Road and 320+ LF North of the centerline of Noble Drive; thence West 137+ LF; thence Northwesterly 136+ LF along a curve to the right with a radius of 323+ LF; thence Northwesterly 176+ LF and terminating at an existing structure on the East right-of-way line of Coldwater Road and 425+ LF North of the centerline of Noble Drive

Land, Inc., is the Contractor.

EFFECT OF PASSAGE: Improved conditions as listed above.

EFFECT OF NON PASSAGE:

S-91-06-61

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$124,000.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-06-61

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving STORM SEWER
CONSTRUCTION CONTRACT #474-1991, STONY RUN CREEK RECONSTRUCTION -
PHASE II between LAND, INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and
Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

[Handwritten signatures: Paul M. Burns, Charles B. Redd, Edmonds, Long, Schmidt, C. R. Edmond]

DATED: 7-9-91

Sandra E. Kennedy
City Clerk